

## **Exhibit 19**

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ORIGINAL FILED  
Superior Court Of California  
County Of Los Angeles

JUN 27 2017

Sherri R. Carter, Executive Officer/Clerk  
By: Charlie L. Coleman, Deputy

5 Attorneys for Plaintiffs  
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8 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
9 FOR THE COUNTY OF LOS ANGELES

10  
11 JOANNE ANDERSON and  
GARY ANDERSON,

Case No.

**BC 6 6 6 5 1 3**

12 Plaintiffs,  
13 vs.  
14 BORG-WARNER CORPORATION,  
by its successor-in-interest BORG-  
WARNER MORSE TEC, INC.;  
15 BRENNETAG NORTH AMERICA,  
INC. (sued individually and as  
successor-in-interest to MINERAL  
16 PIGMENT SOLUTIONS, INC. and as  
successor-in-interest to WHITTAKER  
CLARK & DANIELS, INC.);  
BRENNETAG SPECIALTIES, INC.  
17 f/k/a MINERAL PIGMENT  
SOLUTIONS, INC. (sued individually  
and as successor-in-interest to  
WHITTAKER CLARK & DANIELS,  
INC.);  
CYPRUS AMAX MINERALS  
COMPANY (sued individually, doing  
business as, and as successor to  
AMERICAN TALC COMPANY,  
METROPOLITAN TALC CO. INC.  
and CHARLES MATHIEU INC. and  
SIERRA TALC COMPANY and  
UNITED TALC COMPANY);  
FEDERAL-MOGUL ASBESTOS  
PERSONAL INJURY TRUST (sued  
as successor to FELT-PRODUCTS  
MANUFACTURING CO.);  
HONEYWELL INTERNATIONAL,  
INC. f/k/a ALLIED-SIGNAL, INC.

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THIS ACTION CONSTITUTES COMPLEX  
ASBESTOS LITIGATION – SUBJECT TO  
THE GENERAL ORDERS CONTAINED IN  
FILE NO. C 700000 – DEPT. 59

COMPLAINT FOR PERSONAL INJURY –  
ASBESTOS (NEGLIGENCE; STRICT  
LIABILITY AND LOSS OF CONSORTIUM)

1 (sued as successor-in-interest to  
2 BENDIX CORPORATION);  
3 IMERYS TALC AMERICA, INC.  
(sued individually and as successor-in-  
4 interest to LUZENAC AMERICA, INC.  
successor-in-interest to CYPRUS  
5 INDUSTRIAL MINERALS  
COMPANY and WINDSOR  
6 MINERALS, INC.);  
JOHNSON & JOHNSON;  
7 JOHNSON & JOHNSON  
CONSUMER INC., a subsidiary of  
8 JOHNSON & JOHNSON;  
THE PEP BOYS - MANNY MOE &  
9 JACK OF CALIFORNIA;  
WHITTAKER CLARK & DANIELS,  
INC.; and  
DOES 1-450,

10 Defendants.

11 **GENERAL ALLEGATIONS**

12 COME NOW Plaintiffs, JOANNE ANDERSON and GARY ANDERSON (hereinafter  
13 "Plaintiffs"), and complain and allege as follows:

14 1. The true names and capacities, whether individual, corporate, associate,  
15 governmental or otherwise, of Defendant DOES 1 through 450, inclusive, are unknown to  
16 Plaintiffs at this time, who therefore sue said Defendants by such fictitious names. When the  
17 true names and capacities of said Defendants have been ascertained, Plaintiffs will amend this  
18 Complaint accordingly. Plaintiffs are informed and believe, and thereon allege, that each  
19 Defendant designated herein as a DOE is responsible, negligently or in some other actionable  
20 manner, for the events and happenings hereinafter referred to, and caused injuries and damages  
21 proximately thereby to the Plaintiffs, as hereinafter alleged.

22 2. At all times herein mentioned, each of the Defendants were the agent, servant,  
23 employee and/or joint venture of their Co-Defendants, and each of them, and at all said times  
24 each Defendant was acting in the full course and scope of said agency, service, employment  
25 and/or joint venture. Plaintiffs are informed and believe, and thereon allege that at all times  
26 herein mentioned, Defendants BORG-WARNER CORPORATION by its successor-in-  
27 interest BORG-WARNER MORSE TEC, INC., BRENNETAG NORTH AMERICA, INC.  
28 (sued individually and as successor-in-interest to MINERAL PIGMENT SOLUTIONS, INC.

1 Defendants, and each of them, have caused the destruction of Plaintiffs' remedy against each  
2 such "alternate entity"; each such Defendant has the ability to assume the risk-spreading role  
3 of each such "alternate entity"; and that each such Defendant enjoys the goodwill originally  
4 attached to each such "alternate entity".

<u>DEFENDANT</u>	<u>ALTERNATE ENTITY</u>
BORG-WARNER CORPORATION	BORG-WARNER MORSE TEC INC. BYRON JACKSON PUMPS BORG-WARNER INC.
BRENNETAG NORTH AMERICA, INC.	MINERAL PIGMENT SOLUTIONS, INC. WHITTAKER, CLARK & DANIELS, INC.
BRENNETAG SPECIALTIES, INC.	MINERAL PIGMENT SOLUTIONS, INC. WHITTAKER, CLARK & DANIELS, INC.
CYPRUS AMAX MINERALS COMPANY	SIERRA TALC COMPANY UNITED TALC COMPANY METROPOLITAN TALC CO. INC. CHARLES MATHIEU INC. AMERICAN TALC COMPANY
FEDERAL-MOGUL ASBESTOS PERSONAL INJURY TRUST	FELT-PRODUCTS MANUFACTURING CO.
HONEYWELL INTERNATIONAL, INC.	ALLIED SIGNAL, INC. BENDIX CORPORATION STROMBERG CARBURETOR MERGENTHALER LINOTYPE COMPANY
IMERYS TALC AMERICA, INC.	LUZENAC AMERICA, INC. CYPRUS INDUSTRIAL MINERALS COMPANY WINDSOR MINERALS, INC.
JOHNSON & JOHNSON CONSUMER, INC.	JOHNSON & JOHNSON
THE PEP BOYS MANNY MOE & JACK OF CALIFORNIA	MMJ CORPORATION PEP PROPERTIES, INC.

6. At all times herein mentioned, Defendants, their "alternate entities", and each of them, were and are engaged in the business of researching, manufacturing, fabricating, designing, modifying, labeling, assembling, distributing, leasing, buying, offering for sale,

1 supplying, selling, inspecting, servicing, installing, contracting for installation, repairing,  
2 renting, marketing, warranting, re-branding, manufacturing for others, packaging, and  
3 advertising asbestos, and/or raw asbestos fiber of various kinds and grades, and/or asbestos-  
4 containing products, and/or asbestos-containing talc and/or other finished and unfinished  
5 asbestos-containing talcum powder products, and/or equipment requiring and/or calling for the  
6 use of asbestos and/or asbestos-containing products, and/or products designed to cut, saw, or  
7 otherwise manipulate, and/or equipment solely designed to be used with asbestos-containing  
8 products (hereinafter "Defendants' Products").

9       7. At all times herein mentioned, Defendants, their "alternate entities", and each of  
10 them, singularly and jointly, negligently and carelessly researched, manufactured, fabricated,  
11 specified, designed, modified, tested or failed to test, abated or failed to abate, warned or failed  
12 to warn of the health hazards, failed to recall and/or retrofit, labeled, assembled, distributed,  
13 leased, bought, rented, offered for sale, supplied, sold, inspected, serviced, installed, contracted  
14 for installation, repaired, marketed, warranted, re-branded, manufactured for others, packaged,  
15 and advertised Defendants' Products including, but not limited to, those products identified in  
16 paragraph 3 above, in that the Defendants' Products were unreasonably dangerous because  
17 they released respirable asbestos fibers which resulted in personal injuries to users, consumers,  
18 workers, bystanders, household members, and others, including Plaintiff JOANNE  
19 ANDERSON herein (hereinafter collectively called "exposed persons"). Defendants' Products  
20 were used at all times in a manner that was reasonably foreseeable to Defendants, their  
21 "alternate entities", and each of them, thereby rendering Defendants' Products unsafe and  
22 dangerous for use by "exposed persons". Plaintiffs herein allege that JOANNE ANDERSON  
23 was exposed to asbestos that was caused to be released as a result of exposure to Defendants'  
24 Products including, but not limited to, those products identified in paragraph 3 above, which  
25 were a substantial contributing factor in the development of her malignant mesothelioma, and  
26 therefore proximately caused Plaintiff JOANNE ANDERSON's injuries.

27       8. Defendants, their "alternate entities", and each of them, had a duty to exercise  
28 reasonable care while engaging in the activities mentioned above and each Defendant breached

1 said duty of reasonable care in that Defendants, and each of them, failed to safely and  
2 adequately design, manufacture and/or sell Defendants' Products; failed to test Defendants'  
3 Products; failed to investigate the hazards of Defendants' Products; failed to warn "exposed  
4 persons", including Plaintiffs JOANNE ANDERSON and GARY ANDERSON, of the health  
5 hazards of using Defendants' Products; failed to disclose the known or knowable dangers of  
6 using Defendants' Products; failed to warn of the harmful exposures caused by use of  
7 Defendants' Products; failed to obtain suitable alternative materials to asbestos when such  
8 alternatives were available; and as otherwise stated herein.

9       9. Defendants' Products were and are hazardous to the health and safety of  
10 Plaintiff, and others in Plaintiff's position personally using, working with and in close  
11 proximity to Defendants' Products, and since on or before 1930, the hazards and dangerous  
12 propensities of Defendants' Products were both known and knowable to the Defendants, their  
13 "alternate entities", and each of them, through the use of medical and/or scientific data and  
14 other knowledge available to Defendants, their "alternate entities", and each of them, at the  
15 time of Defendants' manufacture, distribution, sale, research, study, fabrication, design,  
16 modification, labeling, assembly, leasing, buying, offering for sale, supply, inspection, service,  
17 installation, contracting for installation, repair, marketing, warranting, re-branding, re-  
18 manufacturing for others, packaging and advertising, of Defendants' Products, which clearly  
19 indicated the hazards and dangerous propensities of asbestos presented a substantial danger to  
20 users, bystanders, and household members, including Plaintiff JOANNE ANDERSON, of  
21 Defendants' Products through the intended and reasonably foreseeable use of Defendants'  
22 Products.

23       10. Defendants, their "alternate entities", and each of them, knew, or reasonably  
24 should have known, that Defendants' Products were dangerous and were likely to be  
25 dangerous when used in their intended and reasonably foreseeable manner.

26       11. Defendants, their "alternate entities", and each of them, knew, or reasonably  
27 should have known, that Defendants' Products would be personally used, installed, repaired,  
28 maintained, overhauled, removed, sawed, chipped, hammered, mixed, scraped, sanded, swept,

1 broken, "ripped out," and/or used to cut, saw, grind, or otherwise manipulate products  
2 containing asbestos, or otherwise disturbed in their ordinary, intended and foreseeable use,  
3 resulting in the release of airborne hazardous and dangerous asbestos fibers, and that through  
4 such activity, "exposed persons," including Plaintiff JOANNE ANDERSON herein, would be  
5 exposed to said hazardous and dangerous asbestos fibers. Defendants, their "alternate  
6 entities", and each of them knew or reasonably should have known that users, such as  
7 Plaintiffs JOANNE ANDERSON and GARY ANDERSON, and others in their positions  
8 personally using, working with and in close proximity to or otherwise exposed to dust from  
9 Defendants' Products, would not realize or know the danger. Defendants, their "alternate  
10 entities", and each of them, negligently failed to adequately warn or instruct of the dangers of  
11 Defendants' Products and failed to recall and/or retrofit Defendants' Products. A reasonable  
12 designer, manufacturer, distributor, seller, installer, buyer or supplier, under the same or  
13 similar circumstances, would have warned of the dangers to avoid exposing others to a  
14 foreseeable risk of harm. The negligent failure of Defendants, their "alternate entities", and  
15 each of them, to warn was a substantial factor in causing harm to Plaintiff JOANNE  
16 ANDERSON.

17 12. Plaintiff JOANNE ANDERSON personally used, handled, or was otherwise  
18 exposed to asbestos from Defendants' Products referred to herein in a manner that was  
19 reasonably foreseeable to Defendants, and each of them. Plaintiff's exposure to Defendants'  
20 Products occurred at various locations set forth in Exhibit "A", which is attached hereto and  
21 incorporated by reference herein.

22 13. As a direct and proximate result of the conduct of the Defendants, their  
23 "alternate entities", and each of them, as aforesaid, Plaintiff JOANNE ANDERSON's  
24 exposure to asbestos from her personal use and her Husband's use of Defendants' Products  
25 caused severe and permanent injury to the Plaintiff, the nature of which, along with the date of  
26 Plaintiff's diagnosis and the date she learned such injuries were attributable to exposure to  
27 Defendants' Products are set forth in Exhibit "B", which is attached hereto and incorporated  
28 by reference herein. Plaintiffs are informed and believe, and thereon allege, that progressive